

## Terms And Conditions – Foxoso Hotels & Resorts Website

### Extract of the Policy

Foxoso Hospitality Private Limited, Hotels and Resorts (“Foxoso Hotels”, “we” or “us”) welcomes you (“visitor” or “you”) to its Website (as defined below) and looks forward to a meaningful interaction with you.

### LEGAL

#### 1. Personal information of the visitors:

(a) Foxoso Hotels respects your right to privacy and shall keep private and strictly confidential any personal information that you share with Foxoso Hotels (“Visitor Information”), like your name, date of birth, address, marital status, telephone number, credit card particulars and other personal information.

(b) Foxoso Hotels assures you that the Visitor Information shall not be used / disclosed by Foxoso Hotels, save (a) for the purpose of doing the intended business with you; or (b) as required to be disclosed under the due process of applicable law.

(c) When you make a reservation on [www.foxosohotels.com](http://www.foxosohotels.com) (“Website”), you will be asked to enter Visitor Information in order to secure your reservation. This information is submitted to our booking partner and our web hosting provider. Foxoso Hotels and these service providers WILL NOT sell or distribute to any third party any Visitor Information (except in the circumstances set out in (b) above).

(d) The name, address and phone number you provide may be used for marketing or quality assurance purposes for the benefit of Foxoso Hotels. While you will receive an e-mail confirmation whenever you make a reservation through our Website, you will not receive any unsolicited correspondence as a result of making a reservation on our Website.

(e) On the Website, we strive to ensure that the most secure encryption technology is used so as to allow you to book your travel reservations without the worry of misuse of Visitor Information. To make your reservation planning more convenient, we use what is known as a “cookie”, which allows the system to temporarily remember your travel dates and preferences during each visit to the Website. Cookies also allow us to track the more

frequently visited pages of the Website, which helps us to improve the site for your benefit. Cookies are not programs that will corrupt your computer or damage your files. The cookies used do not reveal your personal identity, nor can they capture personal or private data. Our cookies automatically expire as soon as you leave our Website. If you do not want to accept cookies while on our Website, please consult your internet browser settings for more information. However, if you decide to not accept the enabling of cookies while visiting our Website, you may not be able to complete certain transactions.

2. Dissemination of personal information by Foxoso Hotels: Foxoso Hotels reserves its rights to (a) collect, analyse and disseminate aggregate site usage patterns of all its visitors; and (b) hold on-line contests and surveys in the course of its business and as permitted by applicable law, and it reserves its right to use and disseminate the information so collected to enhance its services to the visitors with a view to enhancing services to its visitors. This includes sharing the information with its holding and affiliate companies as a general business practice.

(3) Limitation of liability of Foxoso Hotels: While Foxoso Hotels assures you that it will do its best to ensure the privacy and security of the Visitor Information, it shall not be responsible in any manner whatsoever for any violation or misuse of the Visitor Information

by unauthorized persons consequent to the misuse of, or fraudulent activities relating to, the

internet / software database / hardware of the concerned hotel or resort.

(4) Foxoso Hotels reserves its rights to revise this policy from time to time at its discretion with a view to making the policy more user friendly.

(5) In the design of the Website, we have taken care to draw your attention to this policy so that you are aware of the terms under which you may decide to share any Visitor Information with us. Accordingly, should you choose to share any Visitor Information with us, Foxoso Hotels will assume that you have no objections to the terms of this policy.

The [www.foxosohotels.com](http://www.foxosohotels.com) site does contain external links that will take you away from [www.foxosohotels.com](http://www.foxosohotels.com) to our travel partners. We are not responsible for the privacy practices or the content of these sites.

**DISCLAIMER:** ELECTRONIC TRANSMISSIONS, INCLUDING THE INTERNET, ARE PUBLIC MEDIA, AND ANY USE OF SUCH MEDIA IS PUBLIC AND NOT PRIVATE. INFORMATION RELATED TO OR ARISING FROM SUCH USE IS PUBLIC, OR THE PROPERTY OF THOSE COLLECTING INFORMATION, AND NOT PERSONAL OR PRIVATE INFORMATION.

## **STANDARD TERMS AND CONDITION**

### Standard Terms and Conditions

- (1) No gatherings and parties of any nature are allowed. The hotel reserves the right to evict any additional occupants in the room.
- (2) This reservation is transferable. Name change is allowed.(3) In the event of no-show, a fee of one night's room charge (inclusive of any applicable prevailing government tax) will be charged to your credit card provided at the time of reservation or as per any revised conditions of booking as per the offer.
- (4) The hotel reserves the right to send guests away from the hotel due to their conduct and behavior or for any other safety, security and medical reasons. This applies in particular, if guests do not observe instructions given by hotel employees, express themselves in a discriminating manner, harass or endanger other guests.
- (5) The guests will not be permitted to compromise the health, safety and security aspects of the hotel at any point of time.
- (6) The guests are bound to produce an original proof of identity at the time of arrival in the hotel.
- (7) Special terms of offer will be applicable for the respective bookings and in case of conflict, the terms of such special offers will prevail.
- (8) Any guests noticed to be doing anything illegal and contrary to law will be punishable.
- (9) The guests are not allowed to bring food and beverage from outside into the hotel or order food to the hotel from outside the hotel.
- (10) The hotel undertakes no liability for the shelf life of the food which is taken away to the hotel after an event at the hotel or taken outside the hotel for private consumption.
- (11) In case of conflict in the actual bill provided to you after the receipt of services, the terms of the bill will prevail.

(12) The guests are also advised to keep their valuables and belongings in their own custody unless the details of such valuables and / or belongings are explicitly disclosed and delivered to the hotel for safe custody.

(13) Neatness and hygiene should be adequately maintained by the guest. The guest should always adhere to the safety, security and hygiene advice duly provided by the hotel and should avoid breaching the same. The guest will be solely responsible for any such violation if identified.

(14) All the assets and valuables of the hotel should be duly maintained adequately and should not be damaged or destroyed. The hotel has the discretion to levy any charges in future if it is proven beyond doubt that such damage / destruction to the asset of the hotel (both movable and immovable) have been done or caused by the guest.

(15) The hotel's food and beverage outlets use wholesome ingredients, which may include peanuts, tree nuts, seeds, shellfish, shrimp, seafood, soy, milk, wheat, and other POTENTIAL ALLERGENS. Due to the large scale of the hotel's food and beverage operations, the Hotel CANNOT GUARANTEE that food and beverage items will not come in contact with potential allergens EVEN IF a particular dish or item does not normally include such ingredients. Guests with food allergies or dietary restrictions should TAKE PRECAUTIONS. The hotel is NOT ABLE to accommodate individually tailored meals or menus for specific guests based on their individual dietary needs. The hotel and its directors, employees, agents, insurers, and suppliers SHALL ABSOLUTELY NOT BE LIABLE for, and all guests shall HOLD HARMLESS all such parties, from any injury, illness or loss resulting from food allergies or the hotel's inability to meet specific dietary needs or requirements.

(16) If you have any allergies, sensitivities or intolerance to, but not limited to: a particular fabric, material, cleaning product or food, it is the individual's responsibility to advise hotel management prior to arrival.

(17) Your valuables can be stored in a safety deposit box in your room or the hotel can store your valuables upon request. The hotel is entitled to collect a charge for storage of these items.

(18) In case the items you wish to store are exceptionally valuable you must notify the hotel before storing. The hotel may refuse to store this kind of valuables.

(19) The hotel is not responsible for valuables stored in a safety deposit box in your room.

(20) The management and staff work hard to provide a safe and secure environment. We do everything possible to ensure a secure environment is maintained and we ask that our guests do also. The hotel takes no responsibility for any personal possessions that are lost, stolen or misplaced whilst on the premises due to the acts and omissions of the guests themselves.

(21) Lost property found on the premises is logged and kept in a secure location for a period of three (3) months. Thereafter items are either disposed of or donated to charity. The hotel accepts no responsibility for contacting individuals in relation to lost property. Perishable items retrieved from rooms after check out are only held until close of business that day.

(22) Claimed items can be collected from the hotel with valid identification or alternatively the hotel can arrange postage on behalf of the guest at their expense. The hotel uses the service offered by Indian Post entitled Cash on Delivery (COD). The hotel accepts no responsibility for items sent via post once the item has been delivered to the local post office.

(23) The hotel is not responsible for damage or disappearance of vehicles kept in the garage or the hotel's parking area or valuables inside the vehicle. The hotel is obliged to clearly express in the garage and at the parking area that the area is not supervised and the hotel is not responsible for the property kept in there.

(24) Valet parking is always at the guest's risk and advice from the security team needs to be strictly adhered with by the guest at the time of checking in. The hotel will not be accountable for loss of any valuables from such parked vehicles.

(25) The hotel reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on this website immediately. Please check the latest information posted herein to inform yourself of any changes.

(26) We do our best to ensure reservation arrangements are satisfactory, however, the Hotel does not accept any liability for any loss financial or otherwise, travel delay, injury, damage, additional expenses or inconvenience caused directly or indirectly by any events

which are beyond our control. These include, but not limited to, flight delays or cancellations, civil disturbance, defects in vehicles, strikes, theft, acts of terrorism, natural disaster, war, fire, floods, acts of God, acts of Government or of any other authorities, changes to Government regulations, accident to or failure of machinery or equipment, maintenance requirements or industrial action.

(27) The transport to the airport is provided as an ancillary service and the hotel is not accountable to whatsoever happens to the guests during such transits.

### **General Provisions**

(28) By proceeding with the reservation, you further agree and acknowledge that if the reservation is accepted by the hotel, your stay subsequently shall be subject to the hotel's standard terms and conditions of stay.

(29) The hotel may, at its absolute discretion, cancel the reservation if the hotel is of the opinion that the reservation information provided is falsified or incomplete.

(30) A guest voluntarily agrees and permits the hotel representatives to profile the guest from the public domain to ascertain the details of the guest and render adequate hospitality services to them during their stay in the hotel.

(31) The hotel shall be entitled to vary, amend and /or otherwise change these terms and conditions at any time without prior notice.

(32) You shall indemnify and hold the hotel harmless in respect of any liability, loss, damage, cost and expense of any nature arising out of, and / or in connection with the acceptance of the reservation and your stay in the hotel.

(33) The hotel shall not be liable for any losses, damages, costs or expenses incurred by you as a result of any cancellation of the reservation by the hotel.

(34) No contract will subsist between you and the hotel or any of its affiliates in respect of any services or products offered through the website unless and until the hotel accepts your order by e-mail or automated confirmation through the website confirming that it has accepted your reservation, booking or order and any such contract shall be deemed to incorporate the hotel reservation terms and conditions of booking and any other relevant terms and conditions relating to particular services or products as set out in the website

("Conditions").

(35) The hotel does not accept any liability for any failure by the hotel to comply with the Conditions where such failure is due to circumstances beyond its reasonable control. If the hotel waives any rights available to it under the Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion. If any of the Conditions are invalid, unenforceable or illegal for any reason, the remaining Conditions shall nevertheless continue in full force.

(36) You are completely responsible for all charges, fees, duties, taxes and assessments arising out of the use of the website.

(37) A guest will indemnify the hotel towards all their acts and deeds during the time of their stay in the hotel.

(38) A guest will undertake that they are free from any contagious diseases and epidemic diseases during their visit and stay at the Hotel.(39) In case of any dispute with any of the terms of the hotel, the court of appropriate jurisdiction located where the hotel is situated, will have the exclusive jurisdiction to handle such disputes